



## **REQUEST FOR PROPOSAL**

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**Property Management Services for  
Commercial Property  
(Biscayne Landing)  
RFP No. 04-13-14**

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**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**

TUESDAY, OCTOBER 15, 2013 AT 12:00PM

**RESPONSE SUBMISSION DATE AND TIME**

TUESDAY, OCTOBER 22, 2013 AT 3:00 PM (LOCAL TIME)

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**CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1ST FLOOR  
776 NE 125TH STREET  
NORTH MIAMI, FL 33161-4116**

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or causes by any other occurrence.

Copies of this RFP Document may be obtained on the City's website at [www.northmiamifl.gov](http://www.northmiamifl.gov) or by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document No. 04-13-14

Contact Person: Ruby C. Johnson  
Email: [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov) | Phone: (305) 895-9886 | Fax: (305) 891-1015



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting **Request for Proposals ("RFP" or "Solicitation")** from qualified and experienced Commercial Property Managers to provide property management services for 188 acres of land (previously a municipal landfill site) located on Biscayne Blvd from NW 137th to NW 151st Streets in North Miami, FL.

### **PROPOSAL SUBMISSION**

Please submit an original Proposal, three (3) copies and one (1) CD in response to this Request for Proposal (RFP). Proposals are to be submitted in a sealed envelope bearing the name of the Proposer and the address as well as the title of the RFP no later than 3:00 P.M. local time **Tuesday, October 22, 2013** at which time they will be opened and read in the Council Chambers by the Purchasing Director. Proposals received after this time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Proposal:

**RFP 04-13-14**  
**Property Management Services**  
**(Biscayne Landing)**

The City's tentative schedule for this Request for Proposal is as follows:

<b>Issue Date:</b>	<b>October 7, 2013</b>
<b>Opening of Proposals:</b>	<b>October 22, 2013</b>
<b>Pre Proposal Conference:</b>	<b>N / A</b>
<b>Cut- off Date for Questions:</b>	<b>October 15, 2013</b>
<b>Proposal Review:</b>	<b>October 23 – 25, 2013</b>
<b>Council Approval:</b>	<b>TBD</b>

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

Copies of this RFP document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document No. 04-13-14 or can be purchased for a non-refundable fee of \$10.00 from the Purchasing Department.

### **FOR INFORMATION**

For information on this Request for Proposal, contact the Purchasing Department, (305) 893-6511 ext. 12131.

### **ACCEPTANCE AND REJECTIONS**

The City of North Miami reserves the right to reject any or all Proposal with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the City.

Please be advised that IFB's / RFQ's / RFP's are issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in General Conditions of the Proposal(s).

We look forward to your active participation in this Solicitation.

Sincerely,

*Ruby C. Johnson*

Ruby C. Johnson, CPPO  
Purchasing Director

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All of our forms can now be found on our website at: <http://www.northmiamifl.gov/departments/purchasing/forms.asp>. These forms are fill –in forms. Please ensure to include all applicable forms with your proposal documents signed and notarized as required. Emailed forms will not be accepted.

## **SECTION 1.0 SCOPE OF WORK**

### **1.1 BACKGROUND**

Biscayne Landing is a 188 acre site located east of Biscayne Blvd from NW 137th to NW 151st Streets. Until the land development is completed, the City is seeking to engage an onsite property manger to manage and oversee the day to day development activities.

The City further seeks a firm that is a willing participant in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code.

The Proposer will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The successful Proposer's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer (See Section 5.32).

### **1.2 QUALIFICATIONS AND EXPERIENCE**

To be eligible to respond to this RFP, the Proposer must demonstrate the following:

- The Proposer must be licensed with the State of Florida to do business within the State;
- The Proposer must have and be actively Certified by the State of Florida in the following areas:
  - Landfill Operator
  - General Contractor
- The Proposer must demonstrate previous work experience performing commercial property management services;
- The Proposer must demonstrate previous experience with managing environmentally challenged sites and overseeing site development;
- The selected Contractor cannot be a current contractor or subcontractor to any contractor performing work on the site.
- The selected contractor cannot be a contractor or subcontractor to the current or prior developers on the site, for the previous 5 years

### **1.3 SCOPE OF SERVICE**

A center is available for the awarded Contractor to utilize. The Contractor, as the property manager ("Property Manager"), will be required to work a minimum of five days a week for eight hours a day to provide subcontractors with ingress and egress access to the site.

The Property Manager will be responsible for the following:

- Monitor and approve all site access
- Manage all 3rd party contractors that provide services to the Biscayne Landing property
- Maintain all records, monitoring reports and on site materials
- Maintain compliance requirements from all regulatory agencies and permits
- Escort all regulatory inspectors during property inspections and notify the City of all recommended deficiencies by said regulatory agencies
- Inspect and monitor all bodies of water on the property (8 lakes)
- Handle all complaints made about the property
- On call 24/7 and 365 days a year for all emergency responses to the property

### **Daily Activities**

- Storm Water Management and Inspections
- Wetland, Mangrove and Bessemer Tract Inspections
- Install, Maintain and Monitor all Security Cameras, DVR's and Multi Channel Receivers.
- Maintain and inspect all structures (Sales Center, Sales Model, and Administration Compound)
- Maintain MSDS Sheets for all materials on site

### **Weekly Activities**

- Monitor and inspect all surface water wells for operating condition and evacuate all foreign matter (2-Guardian 1500 Well evacuators, 2-Guardian Air Scrubbers)
- Maintain all GPS points of all 240 wells on site and 42 wells located in the Wetland areas. (Garmin Venture HC GPS)
- Log and File Storm water Pollution Prevention Plan SWPPP report every seven days or after ½" of rainfall on site.
- Inspect and maintain the Wetland Dyke roads and Fire Breaks.

## **Monthly Activities**

- Schedule and escort all Miami-Dade County Regulatory and Economic Resources, Miami-Dade County Department of Environmental Resources Management (DERM), South Florida Water Management District (SFWMD), Miami-Dade County Water and Sewer Department (WASD), Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), Stormwater Pollution Prevention Plan (SWPPP) and the U.S. Occupational Safety and Health Administration (OSHA) inspectors and complete monthly inspection logs
- Maintain and submit weekly and monthly performance reports to the City
- Manage all permit requirements and notifications of all required inspections by said permits
- Handle all emergency issues on site as well as interaction with the responding agency. (Fire Department, Police Department, Drug Enforcement Agency (DEA), Homeland Security and the City of North Miami)
- Inspect and maintain all areas over utility corridors and live gas lines

## **Third Party Contractors**

- Inspect all equipment and operators for proper licenses, certifications from all 3rd party contractors.
- Monitor all activities for compliance and safety while being performed on site.
- Provide all jobsite safety orientations to new contractors or new employees of existing contractors as needed.
- Maintain the site specific jobsite Safety Manual and Emergency Response Plan
- Maintain all MSDS sheets for materials brought on site
- First response to unknown hazards found on site

### **1.4 DELIVERABLES**

Written reports will be required and may include but not necessarily be limited to weekly and monthly reports and updates to City staff detailing status of issues and a suggested action plans.

**END OF SECTION 1**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The purpose of this RFP is to solicit Proposal to select a property management company experienced with commercial environmentally challenged sites to manage the site located on Biscayne Blvd between NW 137 and 151<sup>th</sup> Street known as Biscayne Landings.

The intent of the City is to select one (1) company to provide the desired professional services.

The City further seeks a Firm that is a willing participant in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151, City Code.

The Awarded Respondent will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The Awarded Respondent's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the Awarded Respondent.

### **2.2 METHOD OF AWARD**

City reserves the right to reject any and all Proposals received as a result of this Solicitation. Each Proposer will be ranked based on the Evaluation Committee results. Once all the Proposals have been ranked, the City and selected Proposer will enter into a Contract Agreement.

### **2.3 CONTRACT TERM**

The contract will be for one year and renewable on a yearly basis as needed.

### **2.4 SOLICITATION CLARIFICATION AND INQUIRIES**

Any questions or clarifications concerning this Solicitation shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, Fax: (305) 891-1015. Direct any inquiries related to this Solicitation to Ruby C. Johnson and submit such questions in writing to [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov). Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**



**Addendum(s) will be made available on the City's webpage and it is the 's sole responsibility** to assure receipt of all addenda(s).

## **2.5 CONTACTS WITH THE CITY PERSONNEL**

Questions concerning this RFP must be directed in writing, by email or fax, to Ruby C. Johnson at [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov) or by Fax at (305) 891-1015 and to no other person or department at the City.

This RFP is issued pursuant to the City of North Miami Code Section 7-192 which prohibits certain types of communications.

## **2.6 CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

## **2.7 PROPOSAL CONDITIONS**

### **2.7.1 The City Options**

The City may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this RFP.

The submittal of a proposal will be considered by the City as constituting an offer by the Proposer to provide the services described in this RFP.

### **2.7.2 Rules, Regulations, and Requirements**

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a response to this RFP and to providing the services described herein.

### **2.7.3 Change of Proposal**

Any Proposer, who desires to change his/her proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the proposal opening. The Proposer's name and the RFP # shall appear on the envelope.

#### **2.7.4 Withdrawal of Proposal**

A proposal may be withdrawn prior to the date and hour of the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of ninety (90) days after the date of the proposal opening, to provide the proposed services.

#### **2.7.5 Modifications of Proposal**

No unsolicited modifications to Proposals will be permitted after the date and hour of the proposal opening.

### **2.8 INSURANCE REQUIREMENTS**

**Respondents must submit with their Solicitation Response**, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- **Workers' Compensation Insurance** as required by the State of Florida - statutory limits, including coverage for Employer's Liability - \$1,000,000 limit
- **General Liability** – preferably written on an occurrence form, with minimum limits of \$1,000,000/occurrence, to include contractual liability, personal/advertising injury and products completed operations. This coverage is also required for any subcontractors hired by respondent
- **Automobile Liability** - minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage; shall include coverage for owned, hired, leased and non-owned vehicles as applicable
- **Professional Liability** – Respondent shall carry professional liability with a minimum limit of \$1,000,000 minimum limit, to respond to actions, errors or omissions in connection with his/her professional services provided under this agreement
- Umbrella liability policy with a minimum limit of \$2,000,000.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by this contract be shall be maintained in full force and effect under the terms of this agreement. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of project. Contractor may produce

any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best’s Insurance Guide.

The successful Respondent(s) must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Awarded Respondent(s) must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of North Miami as additional insured.

## **2.9 BID/PERFORMANCE/PAYMENT BOND**

Intentionally Omitted

## **2.10 FAILURE TO PERFORM**

If in the opinion of the City's representative, the Contractor refuses to begin to perform property management services, as more fully described in the Scope of Work contained herein (“Services”), improperly perform said Services, or neglect or refuse to diligently conduct Services, , then City's representative may notify the Contractor of a default of Contract.

If at any time the City's representative shall be of the opinion that a portion of Services are unnecessarily delayed and not to be completed within the prescribed time, then the City's representative may notify the Contractor to discontinue all Services under

Contract. The Contractor shall immediately respect said notice and stop Services, cease to have any rights to the possession of the site, and forfeit the Contract.

The City may thereupon look to the next highest ranked Proposer to complete the Services, or re-advertise for Proposals and let a contract for the uncompleted Term and charge the cost thereof to the original Proposer under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

## **2.11 REVIEW OF PROPOSALS**

The City will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced. After said time, firms may request documents or make an appointment to review submittals and presentations.

## **2.12 NON-RESPONSIVE PROPOSALS**

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

## **2.13 LATE SUBMISSIONS**

The City will not accept Proposals received after opening time and encourages early submittal.

## **2.14 PROPOSAL OPENING**

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2<sup>nd</sup> floor of City Hall 776 NE 125<sup>th</sup> Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

## **2.15 CONTRACTOR OBLIGATIONS**

The Contractor warrants that any and all Services, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Services, materials, services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside

the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

## **2.16 ATTORNEYS' FEES**

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

## **2.17 COMMUNITY BENEFITS PLAN**

The successful Proposer will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The Proposer will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Proposer shall also be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Proposer, as a precondition to the execution of any agreement. The successful Proposer's Community Benefits Plan shall be incorporated into and shall become a part of the Design-Build Contract entered into between the City and the selected Proposer.

## **2.18 VENDOR REGISTRATION**

The Awarded Respondent shall be a registered vendor with the City of North Miami for the duration of the agreement. In becoming a registered vendor, the Proposers confirms its knowledge of and commitment to comply with the City of North Miami Procurement Ordinance No. 1244 which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Proposers may view the city's procurement ordinance at [www.northmiamfl.gov/purchasing](http://www.northmiamfl.gov/purchasing)

## **END OF SECTION 2**

## **SECTION 3.0 PROPOSAL FORMAT**

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. CD's and thumb drives must be in adobe or Word format. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for evaluation.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

### **3.1 EVALUATION PROCEDURES**

The Proposer shall provide **one (1) original binder, three (3) copies and one (1) digital copy in the form of compact disk (CD) or thumb drive** of the Proposer's response to the RFP and shall be submitted no later than **3:00 pm (EST) on Tuesday, October 15, 2013. Digital copy must be an exact and complete copy of original binder and must include all signed documents, forms, certificates and licenses.** Proposals received after that day and time will be returned to the Proposer unopened and deemed as non-responsive. Proposals are to be labeled and delivered to:

City of North Miami  
Office of the City Clerk  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

### **RFP 04-13-14 Property Management Services (Biscayne Landing)**

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. CD or DVD (must be clearly labeled with Company Name, Solicitation No. & Title)

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The Proposal must include the following information:

### **3.2 EVALUATION / SELECTION PROCESS**

A committee of three (3) members appointed by the Purchasing Director shall meet to review the responses to the RFP for compliance with the requirements and provide an objective evaluation of all Proposers ("Selection" or "Evaluation Committee"). The Evaluation Committee will be comprised of appropriate City personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation Committee is balanced with regard to both ethnicity and gender. Criteria weights may be changed by the Evaluation Committee prior to evaluation. The Evaluation Committee's initial evaluation of Proposers shall be on the basis of the specific project

needs and the professional services offered by the Proposer as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

Criteria will be scored on a scale of “0” to “100” with the maximum number of points available for each criterion as noted in this section. The total maximum number of points to be scored under this process is 300. Scoring Proposal is based on a point total per evaluator and not a percentage

1. Proposer’s qualifications and experience in providing the services described in this Solicitation	30
2. Knowledge of the site and understanding of the City’s needs	30
3. Local Preference	10
4. Price Evaluation – Firm Fixed Monthly Fee	30
<b>TOTAL POINTS</b>	<b>100</b>

### **3.3 MANDATORY SUBMITTAL REQUIREMENTS**

#### **Proposal Contact Information Form**

- Utilize Attachment 1 - Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

#### **Table of Contents**

- The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents

#### **Letter of Introduction**

- Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of organization and number of years in existence and primary markets served.

#### **Qualifications (30 Points)**

- Specifically address the qualification requirements indicated in Section 1.2. – Provide copies of any relevant licenses or certifications.
- Provide previous related experience described in Section 3.0. (Previous experience should include Services performed within the last five (5) years and no more than five (5) different projects).

#### **Knowledge of Site (30 Points)**

- Provide a summary of the Proposers’ knowledge of the Biscayne Landing Site and the Proposers’ understanding of the needs of the City.



### **Local Business Preference / 10%Total Workforce Residing in the City of North Miami (10 Points)**

The RFP is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria. Proposers may utilize Forms A-3 / Local Vendor Preference.

A local business shall be defined as:

- A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased or;
- A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or
- A business has at least ten percent (10%) of its total workforce residing in the City prior to the city's issuance of the Solicitation for supplies or services.  
The local preference may be applied to businesses that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. (Must complete Forms A-3A: Participation Schedule & A-3B: Statement of Intent)

### **Fee Compensation (30 points)**

The proposed fees shall be a monthly flat fee and the proposer shall detail all costs. (Utilize Price Proposal Form)

### **Contract Forms**

All contract forms must be completed (with all blanks filled in), executed and properly notarized.

The following forms must be submitted in the following order:

	Vendor Contact Information Form
Form A-1	Public Entity Crimes Affidavit
Form A-2	Certificate of Authority (Complete Applicable Form)
Form A-3	Local Vendor Preference ( <i>if applicable</i> )
Form A-4	Questionnaire
Form A-5	Acknowledgement of Addenda



All of our forms can now be found on our website at: <http://www.northmiamifl.gov/departments/purchasing/forms.asp>. These forms are fill –in forms. Please ensure to include all applicable forms with your bid documents signed and notarized as required. Emailed forms will not be accepted.

**END OF SECTION 3**



**CITY OF NORTH MIAMI**

**PROPOSAL CONTACT PERSON INFORMATION**

**RFP 04-13-14**

**Property Management Services**

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

LEGAL NAME OF PROPOSER(S) \_\_\_\_\_

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSONS NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_



**CITY OF NORTH MIAMI**

**RFP 04-13-14  
Property Management Services**

**PRICE PROPOSAL FORM**

**COST TO THE CITY:**

**MONTHLY FIRM, FIXED TOTAL COST NOT TO EXCEED**      \$ \_\_\_\_\_  
(To be paid on a monthly basis)

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**(Written Words)**

1. The price listed in the Price Proposal Form shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of the design-build services and product requested by the City of North Miami.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining sale contract signature and approval.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

\_\_\_\_\_  
Name: (Please Print)

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date:



## PROPOSAL SUBMITTAL CHECKLIST

### PROPERTY MANAGEMENT SERVICES RFP 04-13-14

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: \_\_\_\_\_

Initial	Section One (1) Forms	OFFICE USE ONLY
	Contact Person Sheet	
	Submittal Checklist	
	Price Proposal Form	
Initial	Section Two (2)	OFFICE USE ONLY
	Licenses and Certifications	
	Qualifications & Experience	
Initial	Section Three (3) City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Proposal Certificate	
	A-3 Local Preference Affidavit <i>(optional)</i>	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Other: _____
Comment: _____		

## Section 5.0

### General Guidelines and Information

#### 5.1 DEFINITIONS

- a) "Agreement" or "Contract" a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.
- b) "Awarded Proposer", or "Contractor" , means the Proposer or Proposers that receive any award of contract from the City as a result of this Request for Proposal
- c) "City." The City of North Miami.
- d) The word "Contractor" means the Awarded Proposer that receives an award of Contract from the City as a result of this Request for Proposal.
- e) The word "Department" to mean a department of The City of North Miami.
- f) The word "Proposal" means the documents timely remitted by Proposer for evaluation by the City, in response to this Solicitation.
- g) "Proposer." All contractors, consultants, organizations, firms or other entities submitting a response to this RFP
- h) The words "Scope of Services" or "Scope of Work" to mean section 3.0 of this Solicitation, which details the work to be performed by the contractor or consultant.
- i) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.
- j) The words "Sub proposer" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the contractor, who contracts with the Proposer to furnish labor, or labor and material, in connection with the services to the city, whether directly or indirectly, on behalf of the Proposer.

#### 5.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the

arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

#### 5.3 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

#### 5.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. If the *Public Entity Crime Affidavit* is not submitted as part of the Proposer's proposal package, is altered in any manner or is not fully completed, the Proposer shall be deemed non-responsive to the Solicitation requirements.

#### 5.5 PUBLIC ENTITY CRIME/ DISCRIMINATORY VENDOR LIST

Any Proposer, or any of its suppliers, Subcontractor, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Proposer or any affiliate of the Proposer has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that

person was placed on the convicted vendor or discriminatory vendor list. The Proposer further understands and accepts that any contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event of such termination, shall not incur any liability to the Proposer for any work or materials furnished.

#### **5.6 LOBBYING**

All Proposers, their agents and proposed sub consultants or Subcontractor, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other Project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Proposers, their agents and proposed sub-consultants or Subcontractor are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any proposal submitted by a Proposer, its agents and potential sub consultants or Subcontractor who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

#### **5.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any proposal submitted by a Proposer, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Proposers or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Proposer or its proposed Subcontractors or sub

consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Proposer further understands and accepts that any contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Proposer for any work or material furnished.

#### **5.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Proposers shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Proposers' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

#### **5.9 ORAL REPRESENTATION**

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

#### **5.10 ADDENDA**

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Proposers to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-**

800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

#### **5.11 CANCELLATION OF THE SOLICITATION**

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

#### **5.12 PROTEST**

If a potential Proposer protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158 City Code, shall post with the city, at the time of filing the formal written protest with the city, a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

*Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125<sup>th</sup> Street, 1<sup>st</sup> Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office*

#### **5.13 CONTRACT**

The selected Proposer understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Proposer shall be required to sign a contract which the city determines to be fair, competitive and reasonable.

#### **5.14 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

#### **5.15 TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

#### **5.16 RESPONSE SUBMISSION AND OPENING**

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Proposer's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Proposer shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

#### **5.17 ASSIGNMENT OF RESPONSE**

A Proposer shall not transfer or assign its response to a third party following submission of a Proposal to the City.

#### **5.18 WITHDRAWAL OF RESPONSE**

Proposers shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Proposer. Responses, once received, become the property of the City, and will not be returned to Proposers even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

#### **5.19 PUBLIC RECORDS AND EXEMPTIONS**

Upon receipt, responses become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

#### **5.20 REJECTION OF RESPONSES**

Pursuant to Section 7-136 of the City Code the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Proposer is deemed non-responsible; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the contract nor does it give a Proposer an advantage or benefit not enjoyed by other Proposers and does not adversely impact the City.

#### **5.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS**

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Proposers to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based

on the summary of raw scores from the oral discussions for each Proposer.

#### **5.22 REVIEW OF PROPOSAL FOR RESPONSIVE**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

#### **5.23 CITY COUNCIL REVIEW**

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City’s Procurement Ordinance to enter into contract Negotiation. The City Council reserves the right to reject all Proposals.

#### **5.24 CONTRACT AWARD**

The City anticipates the award of one contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to contract award, the Proposer(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

#### **5.25 CONE OF SILENCE**

This RFP is issued pursuant to the City of North Miami Code Section 7-193, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFP and IFB after the advertisement of said RFP, RFP or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the



copy thereof to each city council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFP or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

#### **5.26 PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This RFP shall require that the Proposer submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the contract work and all suppliers who will supply materials for the contract work direct to the selected Proposer. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Proposer shall not change or substitute Subcontractors or suppliers from those listed in the Proposal except upon written approval of the City (See "Form A-6").

#### **5.27 BUSINESS ENTITY REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Proposers need not register with the City to Present a Proposal; however, the selected Proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such

as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

#### **5.28 EXCEPTION TO THE RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Proposer will accept all terms and conditions.

#### **5.29 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

#### **5.30 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL VENDORS**

The evaluation of competitive Solicitations is subject to section 7-151 of the City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date

stated in the Solicitation. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or
- c) The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City Project to a subcontractor who is physically located within the City of North Miami **(Must complete Form A-3a & A-3b)**

The preference is used to evaluate the submittals received from Proposers are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. **(See Form A-3)**

### **5.31 RULES, REGULATED AND LICENSING REQUIREMENTS**

The Proposer shall comply with all laws; ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposer are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered.

### **5.32 COMMUNITY BENEFITS PLAN**

The successful Proposer will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code.

The successful Proposer will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The successful Proposer shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Proposer, as a precondition to the execution of any agreement. The successful Proposer's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

### **END OF SECTION 5**